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tax as a violation of the Fifth Amendment. *Held*, that the tax is constitutional. *United States v. Bennett*, 34 Sup. Ct. 433.

For a discussion of the constitutional restrictions on taxation, see this issue of the REVIEW, p. 675.

TORTS — DAMAGE TO CONTRACT RIGHT BY ACT OF THIRD PARTY — RIGHT OF ACTION FOR SEDUCTION OF FIANCÉE. — The defendant seduced the plaintiff's affianced wife. The plaintiff sues, alleging that the defendant "maliciously interfered with the marriage contract then subsisting, causing the plaintiff properly to break it." The defendant demurs. *Held*, that the demurrer be sustained. *Davis v. Condit*, 144 N. W. 1089 (Minn.).

A promise to marry creates a certain confidential relation above that of the ordinary relation of promisee and promisor. *Kline v. Kline*, 57 Pa. St. 120; *Ward v. Ward*, 63 Oh. St. 125, 57 N. E. 1095. But a man has no right to the services of his fiancée, and it seems clear that there is no such status as to give the man a right of action for interference with it, analogous to the action for criminal conversation. However, chastity is at least an implied condition in a contract to marry, and the woman's lapse excuses the man's performance. *Irving v. Greenwood*, 1 Car. & P. 350; *Von Storch v. Griffin*, 77 Pa. St. 504. Accordingly the plaintiff should have an action against the defendant who has intentionally (or maliciously) deprived him of the benefit of a contract, by preventing the happening of the condition. Cf. *Morgan v. Andrews*, 107 Mich. 33, 64 N. W. 869; *Chipley v. Atkinson*, 23 Fla. 206, 1 So. 934. It is submitted, moreover, that the woman impliedly promised to remain chaste. See *Sheahan v. Barry*, 27 Mich. 217, 222. Therefore a lapse from virtue is a breach of contract and should give the man a right of action against the fiancée and consequently also against one who has intentionally procured the breach. *Lumley v. Gye*, 2 El. & Bl. 216; *Walker v. Cronin*, 107 Mass. 555. Regarding the defendant's conduct either as the preventing of the happening of a condition or as the procuring of a breach, this result seems clear on authority, provided that the defendant acted intending to interfere with the contract. It is hard to see on principle why the same result should not follow in any case where the defendant acts knowing of the contract, or even when he ought to know of it, but the authorities seem to stop short of this. See 24 HARV. L. REV. 397. However, it has been suggested that to allow an action against a third party who has been instrumental in causing a breach of a contract to marry would be "subversive of proper liberty of marriage" and would "degrade rather than add to the sanctity of the marriage relation." Editorial in N. Y. L. J. Volume L, at p. 2884.

TORTS — UNUSUAL CASES OF TORT LIABILITY — NEGLIGENT INTERFERENCE WITH PROBABLE EXPECTANCY OF BUSINESS. — The neighborhood around the plaintiff's grist mill was depopulated because of malaria arising from waters backed up by the defendant power company's dam. The plaintiff sues for the loss of business due to the departure of his customers. *Held*, that he cannot recover for this. *Central Ga. Power Co. v. Stubbs*, 80 S. E. 636 (Ga.).

Any one who has been injured by another acting intentionally and without justification may recover for the injury inflicted. See *Skinner & Co. v. Shew*, [1893] 1 Ch. 413, 422; *Aikens v. Wisconsin*, 195 U. S. 194, 204. This general principle is illustrated by the actions for intentionally procuring a breach of contract and for an intentional interference with a probable expectancy of business, where the specific injury does not fall within any of the historical categories of tort liability. *Lumley v. Gye*, 2 E. & B. 216; *Jersey City Printing Co. v. Cassidy*, 63 N. J. Eq. 759, 53 Atl. 230. The duty to use due care to avoid causing unintended harm to others should in any symmetrical system